



Los Angeles County **REGISTRAR-RECORDER/COUNTY CLERK**

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

July 29, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

18 July 29, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST APPROVAL TO EXTEND TERM OF AGREEMENT NUMBER  
76470 WITH SOE SOFTWARE CORPORATION FOR ELECTION ONLINE TRAINING  
SYSTEM MAINTENANCE AND SUPPORT SERVICES**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

Request Board approval to extend the term of the Agreement with SOE Software Corporation which will expire on August 11, 2014, for an additional year and six month-to-month options. The extension of the Agreement term will allow the Registrar-Recorder/County Clerk the time necessary to complete a solicitation for the Election Online Training System.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Registrar-Recorder/County Clerk (RR/CC), or designee, to execute the attached Amendment to Agreement Number 76470 with SOE Software Corporation (Contractor) and extend Election Online Training System maintenance and support services for an additional twelve month period commencing August 12, 2014 through August 11, 2015, with six month-to-month options, at the discretion of the Department Head, or designee, and after review by County Counsel. The total cost of this amendment if all option periods are exercised is \$133,845. Funding for the Amendment in the amount of \$89,230 is included in the Fiscal Year (FY) 2014-15 Budget. Funding in the amount of \$44,615 for the six month-to-month options will be included in the 2015-16 Budget.
2. Delegate authority to Department Head, or designee, to terminate the Amendment, in whole or in

part, once RR/CC has completed the solicitation and entered into a new Agreement.

3. Delegate authority to Department Head, or designee, to prepare and execute amendments to the Agreement to incorporate or change any contracting provision required by the Board of Supervisors, Chief Executive Officer, or designee.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On February 12, 2008, your Board approved an Agreement allowing RR/CC to acquire the license and maintenance of a web-based online training curriculum appropriate to elections conducted in the State of California and the County of Los Angeles (County). The Agreement provides online training sessions for pollworkers throughout the County during each major Countywide election.

The purpose of the recommended action is to obtain approval to extend the term of the current Agreement which will expire on August 11, 2014. RR/CC is requesting a one year extension from August 12, 2014 through August 11, 2015, plus an additional six month-to-month options.

RR/CC launched an in-depth review of the technology being used by the current vendor, as well as other technologies available in the market to determine whether a solicitation would be financially practicable and flexible enough to meet the needs of RR/CC. This is consistent with the County's Strategic Goal of fiscal and financial responsibility, in that RR/CC is determined to find the best and most affordable solution possible while ensuring the continued success of all minor and major elections impacted by the online training system.

This extension will allow RR/CC to release a solicitation that is in the Department's best interests, that will meet or exceed County requirements, and will avoid any service interruption during this lengthy election period which, includes the upcoming November 4, 2014 General Election.

RR/CC will provide Contractor oversight for the services provided and have delegated authority to execute the extension provision of the proposed Amendment, to terminate this extension, and update any necessary contracting provisions in whole or in part at the sole discretion of the RR/CC once the solicitation process has been completed and entered into an Agreement for said services.

### **Implementation of Strategic Plan Goals**

Goal No. 1, Operational Effectiveness: Approval of the recommendation to extend the Agreement will allow seamless continuation of maintenance and support services for RR/CC's Election Online Training System to support timely delivery of customer-oriented and efficient public services.

### **FISCAL IMPACT/FINANCING**

The total cost of this amendment if all option periods are exercised is \$133,845. Funding in the amount of \$89,230 for the recommended one year extension for continued maintenance and support services is included in the Department's FY 2014-15 Budget. Funding in the amount of \$44,615 to exercise the six month-to-month extension options will be included in the FY 2015-16 Budget, if extensions are required to complete the solicitation.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On February 12, 2008, your Board approved a four year Agreement with the Contractor including two 1-year and six month-to-month extension options for the purchase and implementation of an Election Online Training System which incorporated licensing and maintenance.

The Chief Information Office (CIO) reviewed this Board letter and recommends approval. The CIO determined that because the recommended action does not include any new information technology related matters, no formal CIO Analysis is required.

The Chief Executive Office has reviewed and approved this Board letter. County Counsel has reviewed this Board letter and approved the attached Amendment Number Six as to form.

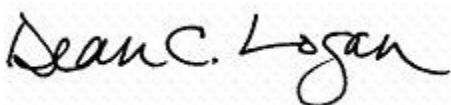
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended Amendment will allow RR/CC to receive uninterrupted maintenance and support services for Election Online Training until the solicitation process is completed. No other impact to current services is anticipated.

**CONCLUSION**

Authority to extend the term of the Agreement will allow RR/CC to complete the solicitation process for Election Online Training System maintenance and support services will ensure continued service during upcoming election periods, including the November General Election.

Respectfully submitted,



DEAN C. LOGAN

Registrar-Recorder/County Clerk



RICHARD SANCHEZ

Chief Information Officer

DCL:RF:jw

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Chief Information Officer

**AMENDMENT NUMBER SIX  
TO AGREEMENT NUMBER 76470  
BY AND BETWEEN COUNTY OF LOS ANGELES AND  
SOE SOFTWARE CORPORATION  
FOR ELECTION ONLINE TRAINING SYSTEM**

This Amendment Number Six ( "Amendment Number Six") to Agreement Number 76470 ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the County of Los Angeles, a political subdivision of the State of California ("County") and SOE Software Corporation, a wholly owned subsidiary of ScytI USA, ("Contractor"). County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, the Agreement was originally entered into and approved by the County's Board of Supervisors on February 12, 2008;

WHEREAS, under the Agreement, the Contractor shall provide the County with an Election Online Training System;

WHEREAS, under that certain Amendment Number One to the Agreement dated May 20, 2009, the Agreement was amended to replace Exhibit E (Contractor's Administration) with a new Exhibit E (Contractor's Administration) (Revised May 6, 2009);

WHEREAS, under that certain Amendment Number Two to the Agreement dated April 4, 2011, the Agreement was amended to replace the existing Exhibit E (Contractor's Administration) with a new Exhibit E (Contractor's Administration) (Revised March 10, 2011);

WHEREAS, under that certain Amendment Number Three to the Agreement dated January 17, 2012, the Agreement was amended to recognize the acquisition of SOE as a wholly owned subsidiary of ScytI USA on January 5, 2012; and extend the term of the Agreement for its first option-year effective February 12, 2012 through February 11, 2013;

WHEREAS, under that certain Amendment Number Four to the Agreement dated February 7, 2013, the Agreement was amended to (i) extend the term of the Agreement for its final option-year; (ii) delete Section 35.0 (General Insurance Requirements) and replace with a new Section 35.0; (iii) delete Section 36.0 (Insurance Coverage Requirements) and replace with a new Section 36.0; delete Paragraph 51.8 (Subcontracting) and replace with a new Paragraph 51.8; (v) delete Exhibit D (County's Administration) and replace with a new Exhibit D (Revised January 16, 2013); and (vi) delete Exhibit E (Contractor's Administration) and replace with a new Exhibit E (Revised January 16, 2013);

WHEREAS, under that certain Amendment Number Five to the Agreement dated January 13, 2014, the Agreement was amended to (i) extend the term of the Agreement for a six month period; (ii) add Data Destruction; (iii) add Warranty of Compliance with County's Defaulted Property Tax Reduction Program; and (iv) add Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program;

WHEREAS, this Amendment Number Six is made pursuant to Paragraph 6.0 (Amendment) of the Agreement; and

WHEREAS, the County and Contractor wish to further amend the Agreement to (i) delete Section 5.0 (Term) of the Agreement and replace with a new Section 5.0 (Revised April 21, 2014); (iii) delete Section 7.0 (Contract Sum) of the Agreement and replace with a new Section 7.0 (Revised April 21, 2014); (iv) delete Section 34.0 (Indemnification) of the Agreement and replace with a new Section 34.0 (Revised April 21, 2014); (v) incorporate Exhibit B2 (Pricing Schedule); (vi) delete Exhibit D (County's Administration) and replace with a new Exhibit D (Revised April 21, 2014); and (vii) delete Exhibit E (Contractor's Administration) and replace with a new Exhibit E (Revised April 21, 2014);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. Section 5.6 and Section 5.7 (Term) are added to the Agreement and each new Section reads as follows:

## **5.0 TERM**

5.6 The "Extension" of this Agreement, which commences after the Initial Term and all Option Terms have expired, shall be effective upon approval by County's Board of Supervisors and run consecutively for one (1) year, unless terminated or extended, in whole or in part, as provided in this Agreement.

5.7 County further authorizes the Registrar-Recorder/County Clerk, or designee, at their discretion, to authorize month-to-month extensions for a period not to exceed six (6) months, at the end of the one (1) year Extension cited in Section 5.6, if exercised. Contractor agrees that such option(s) shall be at rate(s), terms and conditions set forth in this Agreement.

2. Section 7.0 (Contract Sum), Paragraph 7.1 of the Agreement is hereby deleted in its entirety and replaced with a new Paragraph 7.1 to read as follows:

The Contract Sum under the term of this Agreement shall be the total monetary amount payable by County to the Contractor for supplying all services specified

under this Agreement for the Initial Term (\$1,493,628) and Extension (\$133,845). The total Contract Sum for this Agreement, including applicable taxes, is one million, six hundred twenty-seven thousand, four hundred seventy-three dollars (\$1,627,473) and shall be allocated as set forth in Exhibits B and B2 (Pricing Schedule).

3. Section 34.0 of the Agreement is hereby deleted in its entirety and replaced with a new Section 34.0 to read as follows:

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("shall hereafter be referred to, individually or collectively, as County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

4. Exhibit B2 (Pricing Schedule) of the Agreement is hereby incorporated in its entirety, a true and correct copy of which is attached hereto and incorporated herein by this reference.
5. Exhibit D (County's Administration) of the Agreement is hereby deleted in its entirety and replaced with by a new Exhibit D (Revised April 21, 2014);
6. Exhibit E (Contractor's Administration) of the Agreement is hereby deleted in its entirety and replaced with by a new Exhibit E (Revised April 21, 2014);

Except as otherwise provided under this Amendment Number Six, the Agreement, as previously amended, including all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

/

/

/

**AMENDMENT NUMBER SIX  
TO AGREEMENT NUMBER 76470  
BY AND BETWEEN COUNTY OF LOS ANGELES AND  
SOE SOFTWARE CORPORATION  
FOR ELECTION ONLINE TRAINING SYSTEM**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Six to be subscribed on its behalf by the Registrar-Recorder/County Clerk or his designee and the Contractor has subscribed the same through its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind the Contractor.

**COUNTY OF LOS ANGELES****SOE SOFTWARE CORPORATION**

\_\_\_\_\_  
DEAN C. LOGAN  
Registrar-Recorder/County Clerk

\_\_\_\_\_  
ROCKY SHIREY  
Chief Information Officer

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
VICKI KOZIKOUJEKIAN  
Principal Deputy County Counsel

## PRICING SCHEDULE

ITEM DESCRIPTION	TOTAL COST*
Support and Maintenance Services (Year 7)	<b>\$89,230.00</b>
Date: August 12, 2014 - August 11, 2015	
<b>SUBTOTAL</b>	<b>\$89,230.00</b>
Support and Maintenance Services (6 month-to-month options)	\$44,615.00
Date: August 12, 2015 - February 11, 2015	
<b>CONTRACT SUM</b>	<b>\$133,845.00</b>

\* Includes all applicable taxes



## COUNTY'S ADMINISTRATION

### COUNTY PROJECT DIRECTOR:

Name: Michael Petrucello  
Address: 12400 Imperial Highway  
Suite 7020B  
Norwalk, CA 90650  
Telephone: (562) 462-2712  
Email Address: mpetrucello@rrcc.lacounty.gov

### COUNTY PROJECT MANAGER:

Name: Ray Ching  
Address: 12400 Imperial Highway  
Suite 6001C  
Norwalk, CA 90650  
Telephone: (562) 462-2708  
Email Address: rching@rrcc.lacounty.gov

### COUNTY PROJECT MONITOR:

Name: Maribel Soto  
Address: 12400 Imperial Highway  
Suite 6205  
Norwalk, CA 90650  
Telephone: (562) 462-2814  
Email Address: msoto@rrcc.lacounty.gov

(Revised April 21, 2014)

## SOE SOFTWARE CORPORATION ADMINISTRATION

### CONTRACTOR'S PROJECT DIRECTOR:

Name: Wendy Williams  
Title: Client Services Manager  
Address: 5426 Bay Center Drive  
Suite 525  
Tampa, FL 33609  
Telephone: (813) 865-7547  
E-Mail Address: wwilliams@soesoftware.com

### CONTRACTOR'S PROJECT MANAGER:

Name: Mathew Breejen  
Title: Director of Training and Development  
Address: 5426 Bay Center Drive  
Suite 525  
Tampa, FL 33609  
Telephone: (813) 490-7148  
E-Mail Address: mbreejen@soesoftware.com

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Rocky Shirey  
Title: Chief Information Officer  
Address: 5426 Bay Center Drive  
Suite 525  
Tampa, FL 33609  
Telephone: (813) 865-7533  
E-mail Address: rshirey@soesoftware.com

Notices to Contractor shall be sent to the following address:

Name: Wendy Williams  
Title: Client Services Manager  
Address: 5426 Bay Center Drive  
Suite 525  
Tampa, FL 33609  
Telephone: (813) 865-7547  
E-Mail Address: wwilliams@soesoftware.com

(Revised April 21, 2014)

Amendment Number Six to Agreement Number 76470  
for Election Online Training System